

NORTHEASTERN STATES

ARTICLES OF AGREEMENT

between the

**International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers, AFL-CIO**



and

**THE FIRMS WHOSE SIGNATURES
ARE AFFIXED HERETO**

Effective January 1, 2015 through December 31, 2017

1 **PREAMBLE**
2 WHEREAS, the parties hereto have maintained
3 a mutually satisfactory bargaining relationship
4 in the work area covered by collective
5 agreements between them which have been in
6 effect over a substantial period of years; and
7 WHEREAS, the International Brotherhood
8 of Boilermakers, Iron Ship Builders, Forgers
9 and Helpers and/or subordinate subdivisions
10 thereof embrace within their membership large
11 numbers of qualified journeymen who have
12 constituted in the past, and continue to do so,
13 a majority of the employees employed by the
14 Employer herein;
15 NOW, THEREFORE, the undersigned
16 Employer and Union, in consideration of the
17 mutual promises and covenants contained
18 herein, agree as follows:

19 **ARTICLE 1**
20 **SCOPE AND PURPOSE OF AGREEMENT**
21 (a) This Agreement shall apply exclusively to
22 the States of Maine, New Hampshire, Vermont,
23 Massachusetts, Rhode Island, Connecticut and
24 the following Counties in New York State:
25 Albany, Broome, Cayuga, Chenango, Clinton,
26 Columbia, Cortland, Delaware, Essex, Franklin,
27 Fulton, Greene, Hamilton, Herkimer, Jefferson,
28 Lewis, Madison, Montgomery, Oneida,
29 Onondaga, Oswego, Otsego, Rensselaer, St.
30 Lawrence, Saratoga, Schenectady Schoharie,
31 Seneca, Tioga, Tompkins, Warren, Washington.

1 This agreement shall apply to the entire
2 Employers' field construction work (including
3 construction, erection, rigging, field fabrication,
4 assembling, dismantling and repairing
5 performed in the field) that is recognized as
6 coming under the jurisdiction of the Union.

7 (b) The parties to this agreement recognize that
8 stability in wages and working conditions and
9 competency of workmen are essential to the
10 best interest of the industry and the public and
11 they agree to strive to eliminate all factors which
12 tend toward unstabilizing these conditions. The
13 signatory parties agree that all matters affecting
14 the relationship established by this agreement
15 shall be first discussed by conference between
16 the individual parties. The parties further agree
17 to cooperate fully in carrying out the intent of
18 this paragraph.

19 (c) It is the intent of the Employer and the
20 Union in establishing working rules herein
21 to carry out the Policies and Declaration of
22 Principles announced by the Building and
23 Construction Trades Department AFL-CIO. It
24 is understood that the NCA-BCTD Work Rules
25 Agreement, dated June 1, 1973, will apply
26 on all projects where said rules are enforced
27 uniformly on the project.

ARTICLE 8
TRADE JURISDICTION

1
2
3 (a) This Agreement, except as otherwise
4 provided for herein, covers the working
5 rules and conditions of employment for all
6 journeymen boilermakers and apprentices
7 employed in the boilermaking trade by a
8 signatory Employer, including but not limited
9 to: boilermaking, welding, plasma arc, overlay
10 welding, acetylene burning, rubber lining, fiber
11 glass, riveting, chipping, caulking, rigging,
12 fitting-up, grinding, reaming, impact machine
13 operating, unloading and handling of the
14 boilermakers' material and equipment, and such
15 other work that is recognized as coming under
16 the trade jurisdiction of the boilermakers.

17 (b) Journeymen boilermakers may be required
18 to perform any work coming within the scope of
19 this Agreement.

20 (c) In recognition of the work, jurisdictional
21 claims, it is understood that the assignment of
22 work and the settlement of jurisdictional disputes
23 with other Building Trades organizations shall
24 be handled in accordance with the procedure
25 established by the Impartial Jurisdictional
26 Disputes Board or any successor agency of the
27 Building and Construction Trades Department.

28 (d) There shall be no work stoppage because of
29 jurisdictional disputes.

30 (e) When an employers' major craft on a job is
31 Boilermakers and a tool room man and or men
32 are required, the tool room man or tool rooms
33 shall be manned by Boilermakers.

BOILERMAKERS' COLLECTIVE BARGAINING REPORTING FORM

LOCAL UNION NUMBER 29	STREET 68 SAGAMORE STREET CITY NORTH QUINCY STATE MA ZIP CODE 02171	AREA CODE TELEPHONE NUMBER (617) 328-8400
TYPE OF AGREEMENT BUILDING TRADES <input type="checkbox"/> AREA AGREEMENT <input checked="" type="checkbox"/> LOCAL AGREEMENT <input type="checkbox"/>		
EFFECTIVE DATES OF AGREEMENT FROM: Month 1 Day 01 Year 2015 TO: Month 12 Day 31 Year 2017		
DATE AGREEMENT WAS SIGNED Month 12 Day 18 Year 2014		
CONTRACTOR CHAIRMAN MR. THOMAS O'CONNOR, III (Provide name, address, person to contact and telephone no.) O'CONNOR CORPORATION (617) 364-9000		
NUMBER OF HOLIDAYS PER YEAR PAID IF WORKED PAID IF NOT WORKED HOURS PER DAY		
OVERTIME RATES	WEEKDAYS	SATURDAY
DOUBLE TIME		X
TIME AND ONE/HALF	AFTER 8 HRS	X
SHIFT WORK FIRST SHIFT-----FIRST 8 HRS AT REGULAR TIME SECOND SHIFT-----FIRST 8 HRS AT REGULAR TIME + (TWO DOLLARS) \$2.00 THIRD SHIFT-----FIRST 8 HRS AT REGULAR TIME + (TWO TWENTY-FIVE) \$2.25		
TRAVEL AND SUBSISTENCE	0-25 MILES-----FREE ZONE	NOTE: MILEAGE IS FROM EMPLOYEE'S RESIDENCE CITY
	25-45 MILES-----\$10.00	
	45-60 MILES-----\$25.00	
TRANSPORTATION EXPENSE	OVER 60 MILES-----\$35.00	MOST DIRECT ROUTE BY RAND MCNALLY HOUSEHOLD GOODS CARRIER BUREAU
SUBSISTENCE		
APPRENTICESHIP SCALE	1st Year	2nd Year
IN PERCENTAGES	65% 65% 70% 75% 80% 85% 90% 95%	
WAGE AND FRINGE INFORMATION		
If fringes are deducted from the Base Wage—Please indicate by a "D". If fringes are contributed on hours worked—Indicate by a "W". If fringes are contributed on hours paid—Indicate by a "P".		
DATE INCREASE EFFECTIVE	FROM: 1/01/15 TO: 12/31/15	1/01/15 12/31/15
	1/01/16 12/31/16	1/01/16 12/31/16
	1/01/17 12/31/17	1/01/17 12/31/17
BASIC WAGES PER HOUR JOURNEYMAN	40.32	33.88
HEALTH AND WELFARE PER HOUR	6.97 P	6.97 P
NATIONAL PENSION PER HOUR	12.71 P	9.64 P
APPRENTICESHIP	1.24 W	1.24 W
VACATION PER HOUR	1.00 D	1.00 D
ANNUITY	3.50 P	3.50 P
TRAINING FUND	.05 D	.05 D
OTHER MASS BLDG FUND	.01 D	
OTHER		
OTHER		
OTHER		
TOTAL WAGE AND FRINGE RATE (Do not include non-wage items.)	64.74	55.23
SUPERVISION (Write the amount Classification is paid over the Journeyman Rate or show Percentage or Differential.)	ASSIST. FOREMAN \$1.75 FOREMAN \$4.00 GENERAL FOREMAN \$6.00 MINIMUM	
GEOGRAPHICAL AREA COVERED BY THIS AGREEMENT (If Agreement specifically provides description of jurisdiction please indicate section and page. If agreement does not provide this information—please define jurisdiction in this space.)		
MASSACHUSETTS RHODE ISLAND MAINE NEW HAMPSHIRE VERMONT		
REMARKS UNION FIELD DUES EFFECTIVE 11/01/11-----4.75% OF GROSS MASS BUILDING TRADES FUND (.01) MASS JOBS ONLY CONTRACT IS EFFECTIVE FROM CONTRACTOR'S FIRST FULL PAY WEEK BEGINNING JANUARY 1, 2015 - DECEMBER 31, 2017 EFFECTIVE JANUARY 1, 2016 \$0.30 IN ABEYANCE. EFFECTIVE JANUARY 1, 2017 \$0.30 IN ABEYANCE MONEY HELD IN ABEYANCE WILL BE USED FOR MANDATORY INCREASES IN THE PENSION, HEALTH AND WELFARE AND MOST. IF THIS MONEY IS NOT USED, IT WILL NOT CARRY OVER FROM YEAR TO YEAR OR WILL NOT BE ALLOCATED TO THE LOCALS.		
SUBMITTED BY: Name CHARLES T. HANCOCK Title BUSINESS MANAGER Date 1/01/2015 SECRETARY TREASURER		

**LOCAL 29
MASSACHUSETTS AND RHODE ISLAND**

Journeyman	Effective 1/1/15
Wages	\$40.32
Vacation	\$ 1.00 pw/dw
H&W	\$ 6.97 pp
Pension	\$12.71 pp
Annuity	\$ 3.50 pp
Apprentice	\$.90 pw
MOST	\$.34 pw
Bldg Fund	\$.05 pw/dw
Mass. Bldg. Trades**	\$.01 pw/dw
Total	\$64.74

Assistant Foreman	Effective 1/1/15
Wages	\$42.07
Vacation	\$ 1.00 pw/dw
H&W	\$ 6.97 pp
Pension	\$13.39 pp
Annuity	\$ 3.43 pp
Apprentice	\$.90 pw
MOST	\$.34 pw
Bldg Fund	\$.05 pw/dw
Mass. Bldg. Trades**	\$.01 pw/dw
Total	\$67.10

Foreman	Effective 1/1/15
Wages	\$44.32
Vacation	\$ 1.00 pw/dw
H&W	\$ 6.97 pp
Pension	\$14.25 pp
Annuity	\$ 3.36 pp
Apprentice	\$.90 pw
MOST	\$.34 pw
Bldg Fund	\$.05 pw/dw
Mass. Bldg. Trades**	\$.01 pw/dw
Total	\$70.14

**Massachusetts Only

The following increases will take place
as noted:

Local 29 (MA & RI) & Local 237

Effective January 1, 2015 \$1.30

Effective January 1, 2016 \$1.30 \$.30 in abeyance

Effective January 1, 2017 \$1.30 \$.30 in abeyance

Local 29 (ME, NH, VT)

Effective January 1, 2015 \$1.15

Effective January 1, 2016 \$1.15 \$.30 in abeyance

Effective January 1, 2017 \$1.15 \$.30 in abeyance

Local 5 Zone 175 & Zone 197

Effective January 1, 2015 \$1.15

Effective January 1, 2016 \$1.15 \$.35 in abeyance

Effective January 1, 2017 \$1.15 \$.25 in abeyance

Money held in abeyance will be used for mandatory increases in the pension, health and welfare, and MOST. If this money is not used it will not carry over from year to year or will not be allocated to the Locals.

First year: January 1, 2015 through December 31, 2015 as detailed on the annual wage sheet.

Second year: January 1, 2016 through December 31, 2016 increase to be allocated by the Union as detailed on the annual wage sheet.

Third year: January 1, 2017 through December 31, 2017, increase to be allocated by the Union as detailed on the annual wage sheet.

Wage sheet shall be distributed annually.
For up to date wage package information
contact the local having jurisdiction.

1	Apprenticeship Period	% of Journeyman Rate
2	1st 6 months	65%
3	2nd 6 months	65%
4	3rd 6 months	70%
5	4th 6 months	75%
6	5th 6 months	80%
7	6th 6 months	85%
8	7th 6 months	90%
9	8th 6 months	95%

10 (b) The wage rate for pre-apprentices shall be
 11 50% of the Boilermaker Journeyman wage rate.
 12 The first 1,000 hours of employment shall be
 13 a probationary period during which time they
 14 shall not acquire any rights or status under this
 15 agreement, nor under the National Joint Rules
 16 and Standards governing operation of Exclusive
 17 Referral Plans, nor under any Local Joint
 18 Referral Rules and Standards. Contributions to
 19 fringe benefits under this Agreement shall not be
 20 required during the probationary period. After
 21 the probationary period, all benefits provided
 22 for by this Agreement shall be paid.

23 (c) Except in a broken work week not created
 24 as a result of the intervention of a holiday and,
 25 at the beginning or conclusion of a job, when
 26 a foreman works three (3) or more days in any
 27 work week, he shall receive a minimum of forty
 28 (40) hours pay provided he reports to the job
 29 daily during work week.

1 ii. The Union and Contractor agree that if
2 Article 19 (e) is not used by the end of the
3 contract the article will be removed.

4 **ARTICLE 20**

5 **TRANSPORTATION AND TRAVEL ALLOWANCES**

6 (See Appendix "A" for travel allowance.)

7 **ARTICLE 21**

8 **HEALTH AND WELFARE FUND**

9 The Employer shall pay into the Boilermakers
10 National Health and Welfare Fund the sum
11 of six dollars and ninety-seven cents (\$6.97)
12 per hour for each hour paid by the Employer
13 for all his employees who are covered by
14 this agreement.

15 **ARTICLE 22**

16 **NATIONAL PENSION PROGRAM**

17 (a) The Employer shall pay into the
18 Boilermaker-Blacksmith National Pension
19 Trust a sum of \$9.64 per hour paid, in the
20 States of Maine, New Hampshire, and Vermont.
21 In the State of Connecticut \$13.32 per hour
22 paid, Massachusetts and Rhode Island \$12.71
23 per hour paid, Albany, New York \$13.66 per
24 hour paid and in Oswego, New York \$13.75 per

1 hour paid. The Employer agrees to and shall
2 be bound by the provisions of Appendix "D"
3 attached hereto.

4 (1/1/2015)National Pension (Journeyman Classification)	
5 Local #29 MA., R.I.	\$12.71 Per Hour Paid
6 Local #29 ME., N.H., VT.	\$9.64 Per Hour Paid
7 Local #175 Oswego, N.Y.	\$13.75 Per Hour Paid
8 Local #197 Albany, N.Y.	\$13.66 Per Hour Paid
9 Local #237 Conn.	\$13.32 Per Hour Paid

10 **ARTICLE 23**
11 **ANNUITY PROGRAM**

12 (a) The Employer shall pay into the Boilermakers
13 National Annuity Trust

14 \$4.82 per hour paid in the State of CT
15 \$3.50 per hour paid in the States of ME., N.H., VT.
16 \$3.50 per hour paid in the States of MA. and R.I.
17 \$3.25 per hour paid in the jurisdiction of Albany, N.Y.
18 \$3.00 per hour paid in the jurisdiction of Oswego, N.Y.

19 for each hour paid by the Employer for all
20 employees covered by this Agreement. The
21 Employer shall provide the employee with a
22 weekly payroll stub itemizing the amount paid
23 to his annuity. The Employer agrees to and
24 shall be bound by the Trust Agreement creating
25 the Boilermakers National Annuity Trust and
26 all amendments now or hereafter approved by
27 the Board of Trustees. Said Agreement and
28 amendments are incorporated by reference
29 and made a part of this agreement as if
30 affixed thereto.

31
32 (b) The Union reserves the right to increase
33 allocations from the Annuity Fund to the Pension
34 Fund in October, of each year, for the duration

1 of this Agreement, with the understanding
2 that the increase (s) will not revert back to the
3 Annuity Fund.

4 **ARTICLE 24**
5 **APPRENTICE TRAINING**

6 The ratio of apprentices to journeymen on all
7 work covered by this agreement shall be at
8 least one (1) in five (5) when available. In the
9 event apprentices are not available in sufficient
10 number to comply with the ratio, then pre-
11 apprentices may be used to fulfill requirements.
12 The Employer agrees to and shall be bound by
13 the provisions of Appendix "E" attached hereto
14 relating to said Apprenticeship fund.

15 (a) The Employer agrees to contribute ninety
16 (\$.90) per hour for all hours worked by employees
17 covered by this agreement to the Boilermakers
18 National Apprenticeship Program, eighty
19 (\$.80) will be returned to the Northeast Area
20 Apprenticeship Fund by the BNAP to support
21 the Northeast Apprenticeship Program. (The
22 ninety (\$.90) includes the five (\$.05) increase
23 agreed to during 2014 negotiations)

24 (b) By mutual agreement between the chairmen
25 of the respective Committees, this Article may
26 be opened up for negotiations at any time
27 during the life of the Agreement. (January 1,
28 2015 through December 31, 2017)

1 **ARTICLE 35**
2 **DURATION OF AGREEMENT**
3 (a) This Agreement shall become effective
4 January 1, 2015, and except as otherwise
5 provided herein, shall remain in full force
6 and effect until midnight December 31, 2017,
7 and from year to year thereafter unless either
8 party shall, at least sixty (60) days prior to any
9 anniversary date thereof, notify the other party
10 in writing of a desire to modify or terminate this
11 Agreement. In the event such notice is given
12 the parties, in accordance with the provisions
13 of Article 34, Section (b), shall meet not later
14 than fifteen (15) days after receipt of such
15 notice. Should an understanding not be reached
16 within thirty (30) days from the date such notice
17 was filed, the procedure outlined in Section 8
18 of the Labor Management Relations Act will
19 be followed.

This Agreement, as negotiated by the foregoing committees in East Hartford, Connecticut is hereby accepted by the parties' signatory hereto this 5th day of November, 2014, with the full understanding that this Agreement is between the Union and the individual signatory Employers.

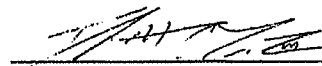
REPRESENTING THE EMPLOYERS:

Thomas H. OConnor III, Chairman
John Valvo, Fresh Meadow Power NE, LLC
Dave Crichton B & W Construction
Ted Sharp, AP Compower
John Housel, KE Fabricating
Eric Heuser Hayes Mechanical
Brian Maxwell, Troy Boilerworks
Peter Wiltsie, Wiltsie Construction

REPRESENTING THE UNION:

David Haggerty, IVP Chairman
Chuck Hancock, BM/ST L-29
Mike Hancock, L-29
Mark Pinard, BM/ST L-237
Chris O'Neil, L-237
Steve Ludwigson, BM/ST L-5
Matt LoPresti, Ass't BM L-5/Z197
Greg Peterson, Ass't BM L-5/Z175
Martin Stanton, IR-CSO

FOR THE EMPLOYER:



Contractor Chairman
Thomas O'Connor III

FOR THE UNION:



Union Chairman
David Haggerty

**NORTHEASTERN STATES AGREEMENT
CONTRACT STIPULATION
(Area Agreement)**

By their signatures hereto the undersigned Employer and Union bind themselves to the Northeastern States Collective Bargaining Agreement, in effect from January 1, 2015 through December 31, 2017. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid labor agreement for the duration thereof and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements unless the Union or the Employer receives from the other written notice of cancellation of this agreement at least sixty (60) but not more than ninety days (90) prior to the termination of any such Agreement.

**NORTHEASTERN STATES AGREEMENT
SIGNATORY CONTRACTORS**

AC and S Inc.
Adirondack Mechanical Services
Advance Welding
American Boiler Tank & Welding
Babcock & Wilcox Construction
Company, Inc.
Bendick Construction Company, Inc.
Brownell Steel
Catskill Mountain Mechanical
Colonial Construction Managers
Commercial Welding Company
Custom Fabrication & Erection Inc.
David Parry's Maint.
Galaxy Inc.
Gould Erectors & Riggers
G.R. Cummings Company
Flame Refractories, Inc.
Foster Wheeler/Zack
Frank Lill & Son, Inc
Fresh Meadow Power NE, LLC.
E.H. Hinds Company (Division of APM, Inc.)
Hayes Mechanical
International Chimney Corporation
IPC Lydon
Kamyr Installations, Inc.
K&E Fabricating
Maincon Services, Inc.
NAB Construction Corp.
National Steel Erection, Inc.

New England Insulation Company
Niagara Mechanical Contractors
Nicholson & Hall Corporation
Patent Scaffold Company
Performance Contracting Company
Perras E
PLD Energy Services, Inc.
Preciptech Company
P.J. Riley & Company, Inc.
Rushen Rigging, Inc.
Services, Inc. *(formerly Mercury Co. of Norwood, Inc.)*
Shaughnessy Millwrights, Inc.
Sullivan & Merritt, Inc.
Syracuse Rigging Company
Thielsch Engineering
J.T. Thorpe Company
Troy Boiler Works
USBT Abrasives & Refractories
Williams Crane & Rigging
Williams Power
Wiltsie Construction Company
Zurn Industries Energy Division